

REMARKS

The Examiner has rejected Claims 1-2, 4-14, and 16-27 under 35 U.S.C. 102(b) as being anticipated by Egendorf (U.S. Patent No. 5,794,221). Applicant respectfully disagrees with such rejection, especially in view of the amendments made hereinabove to the independent claims.

With respect to the independent claims, the Examiner has relied on the following excerpt in Egendorf to make a prior art showing of applicant's claimed "identifying an account using at least a portion of the IP address" (see the same or similar, but not necessarily identical language in the independent claims, as currently amended — emphasis added).

"...in step 13 an exchange of transactional information occurs between the customer and the vendor. This exchange may include identifying information relating to the customer, such as the customer's Internet address, information relating to the products or services to be purchased, including the transaction amount, the manner and time of delivery, and a reference number to identify the order." (Col. 5, lines 20-26)

Applicant respectfully asserts that such excerpt only generally discloses an "exchange of transactional information...between the customer and the vendor" where such information may include "information relating to the customer." Thus, Egendorf only teaches gathering information through an exchange with the customer, and not by "using at least a portion of the IP address" (emphasis added), as claimed by applicant. To emphasize, simply nowhere does Egendorf teach using at least a portion of an Internet Protocol (IP) address of a user, etc. to identify any information, let alone an account, in the manner particularly claimed by applicant.

In the Office Action mailed 05/05/2006, the Examiner argued that "the features upon which applicant relies (i.e., using at least a portion of an Internet Protocol (IP) address of a user) are not recited in the rejected claim(s)." Applicant respectfully asserts that this argument is deemed moot in view of the amendments made to the independent

- 8 -

claims. Specifically, applicant now claims "identifying an account using at least a portion of the IP address" (emphasis added), in the context of the remaining limitations.

Further, the Examiner argued that col. 5, lines 22-25 in Egendorf discloses applicant's claimed limitations in the disclosure that "[t]his exchange may include identifying information relating to the customer, such as the customer's Internet address..., information relating to the products or services to be purchased, including the transaction amount." However, applicant respectfully asserts that the excerpt from Egendorf merely discloses that the "exchange may include identifying information relating to the customer, such as the customer's Internet address" (emphasis added). Clearly, disclosing that the exchange may include identifying information relating to the customer, such as the customer's Internet address, fails to even suggest any particular use of such information, let alone "identifying an account using at least a portion of the IP address" (emphasis added), as claimed by applicant.

The Examiner is reminded that a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. Of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Moreover, the identical invention must be shown in as complete detail as contained in the claim. *Richardson v. Suzuki Motor Co.* 868 F.2d 1226, 1236, 9USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim.

This criterion has simply not been met by the Egendorf reference, as noted above. Thus, a notice of allowance or a specific prior art showing of each of the foregoing claimed features, in combination with the remaining claimed features, is respectfully requested.

Applicant further notes that the prior art is also deficient with respect to the dependent claims. Just by way of example, with respect to Claim 5 et al., the Examiner has relied on Col. 5, lines 31-37 and Figures 2 and 3 below in Egendorf to make a prior

- 9 -

art showing of applicant's claimed "identifying user data based on the received information, and sending the user data to the site."

"In step 14, the transactional information is obtained by provider 2. The communication can be a separate transmission by the vendor or the customer to provider 2, or provider 2 can extract the information from the exchange of information taking place between the customer and the vendor through equipment of provider 2. Provider 2 can then send verifying information to one or both of the customer and vendor to indicate that the transaction has been approved, if approval of a third party, such as credit card company, is required." (Col. 5, lines 30-39)

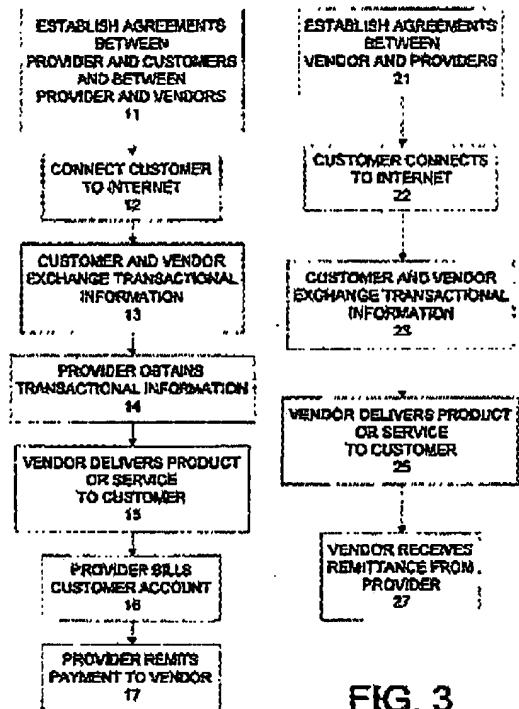


FIG. 3

FIG. 2

Applicant respectfully asserts that the excerpt and Figures relied on by the Examiner merely teach "transactional information [that] is obtained by [the] provider" using "a separate transmission by the vendor or the customer to [the] provider" or by the provider "extract[ing] the information from the exchange of information taking place between the customer and the vendor." Clearly, such teachings in Egendorf do not even

- 10 -

suggest “identifying user data based on the received information” where the received information “includes an Internet Protocol (IP) address of a user and an amount of payment due,” in the context claimed by applicant (see independent claims for context). In addition, Egendorf only teaches that transactional information is obtained by the provider, where the provider “provides access to the Internet 1 for customers” (see Col. 4, lines 52-54), and not that “the user data [is sent] to the site,” as applicant claims (emphasis added).

In the Office Action mailed 05/05/2006, the Examiner argued that col. 5, lines 31-37 discloses applicant’s claimed “identifying user data based on the received information, and sending the user data to the site.” In addition, the Examiner referenced Items 12, and 13, from Figure 2; and Items 22 and 23 from Figure 3. Applicant respectfully disagrees, and asserts that Items 13 and 23 in Egendorf disclose that the “CUSTOMER AND VENDOR EXCHANGE TRANSACTIONAL INFORMATION” (emphasis added). In addition, Egendorf discloses that “[i]n step 14, the transactional information is obtained by provider 2” and the “provider 2 can extract the [transactional] information from the exchange of information taking place between the customer and the vendor through equipment of provider 2” (emphasis added). Clearly, exchanging and extracting transactional information fails to even suggest “identifying user data based on the received information...” (emphasis added), as claimed by applicant. In addition, Egendorf’s disclosure that “Provider 2 can then send verifying information to one or both of the customer and vendor to indicate that the transaction has been approved” fails to suggest “...sending the user data to the site” (emphasis added), as claimed by applicant.

With respect to Claim 7 et al., the Examiner has relied on Col. 2, lines 11-15 and Cols. 2-4 in Egendorf below to make a prior art showing of applicant’s claimed “requesting permission from the user prior to sending the user data to the site.”

“A provider establishes an agreement with a customer, and a second agreement with a vendor, wherein the provider agrees with the customer and the vendor to bill for products and services purchased over the Internet by the customer from the vendor.” (Col. 2, lines 11-15)

Applicant notes that such excerpts only disclose agreements between a provider and a customer and a provider and a vendor, where the "provider agrees with the customer and the vendor to bill for products and services purchased over the Internet by the customer from the vendor." Clearly, agreements to bill, as in Egendorf, do not even suggest "requesting permission from the user prior to sending the user data to the site," as applicant claims (emphasis added).

In the Office Action mailed 05/05/2006, the Examiner again relied upon Col. 2, lines 11-15 to make a prior art showing of applicant's claimed technique. Specifically, the Examiner relied upon Egendorf's disclosure "wherein the provider agrees with the customer and the vendor to bill for products and services purchased over the Internet by the customer from the vendor" (emphasis added). Clearly, the disclosure that the provider agrees with the customer and vendor to bill, fails to even suggest "requesting permission from the user prior to sending the user data to the site" (emphasis added), as claimed by applicant. In addition, Egendorf's disclosure where the "CUSTOMER AND VENDOR EXCHANGE TRANSACTIONAL INFORMATION" (Item 11) occurs before the step to "CONNECT CUSTOMER TO INTERNET" (Item 12), fails to suggest applicant's claimed technique of "requesting permission from the user prior to sending the user data to the site" (emphasis added), as claimed by applicant.

Since the Egendorf reference fails to teach or even suggest all of applicant's claim language, for at least the reasons noted above, a notice of allowance or a proper prior art showing of all of the claim limitations, in the context of the remaining elements, is respectfully requested.

Thus, all of the independent claims are deemed allowable. Moreover, the remaining dependent claims are further deemed allowable, in view of their dependence on such independent claims.

- 12 -

In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (408) 505-5100. The Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account No. 50-1351 (Order No. AMDCP006).

Respectfully submitted,
Zilka-Kotab, PC

Kevin J. Zilka
Registration No. 41,429

P.O. Box 721120
San Jose, CA 95172-1120
408-505-5100